

Invitation to Bid

Bids are requested for demolition and removal of a 5,200 sq. ft. former Perkins building, concrete foundations, footings, storage shed and landscaping rock located at 5304 N. Cliff Ave. (near I90 Exit 399) in Sioux Falls, South Dakota.

Removal must be completed prior to April 1, 2020 including the surface structure, but not limited to, concrete, loose parts, pieces, and improvements within the building. The building has been inspected and no asbestos materials are present. The foundation excavation will be backfilled with compacted fill to ground level. All debris and rubble must be hauled to a certified disposal site or sites.

Bids will be received until 1:00 p.m. on November 14, 2019 by the South Dakota Department of Transportation at the Office of Right of Way, attn: Scott Pretzer, 700 E. Broadway Ave., Pierre, South Dakota 57501.

Bidders may email scott.pretzer@state.sd.us or contact Scott in Pierre at (605)773- 3710. Keys are available at the DOT office at 5316 W 60th St N in Sioux Falls. Call Kimberly or Katrina at phone #605-367-5680, Extension 1802100.

Additional information and the Consultant Contract can be obtained by viewing property sales at the website: <http://dot.sd.gov/programs-services/programs/property-sales>

The State reserves the right to reject any or all bids and to waive any irregularities therein.

Darin Bergquist, Secretary

South Dakota Department of Transportation

**CONSULTANT CONTRACT
FOR SERVICES
BETWEEN**

	Department of Transportation
	State of South Dakota
	700 Broadway Avenue East
	Pierre, South Dakota 57501-2586
referred to in this Agreement as CONSULTANT	referred to in this Agreement as STATE

The STATE enters into this Agreement for services with the CONSULTANT.

I. THE CONSULTANT

- A. The CONSULTANT services on this Agreement will commence upon date of last signature on this Agreement and end April 1, 2020, unless terminated earlier pursuant to the terms of this Agreement.
- B. The CONSULTANT will provide services in compliance with the Americans with Disabilities Act of 1990 and any amendments.
- C. The CONSULTANT'S services under this Agreement will consist of the following:
 - 1. Erect any necessary fence and barricades to ensure public safety and remove the fence and barricades after completion of the project;
 - 2. Coordinate with local utility providers if additional work, including, but not limited to, disconnection and closure of electric, water, and sewer, utilities is necessary.
 - 3. Remove any trees necessary to remove building.
 - 4. Remove the 5,200 square foot former Perkins building surface structure located at 5304 North Cliff Ave in Sioux Falls, South Dakota, including, but not limited to, loose parts, pieces, and improvements within the building, down to ground level;
 - 5. Remove the storage shed and landscaping rock;
 - 6. Remove and dispose of the concrete foundations and footings;
 - 7. Load and haul all debris and rubble to a certified disposal site or sites; and
 - 8. Backfill the foundation excavation with compacted fill to ground level.

II. THE STATE

- A. The STATE will pay, as full compensation for all services rendered and materials and supplies furnished under this Agreement, a lump sum payment in the amount of Dollars (\$). The STATE will pay the CONSULTANT upon completion of the services performed and receipt of an invoice submitted by the CONSULTANT.
- B. The STATE will not pay CONSULTANT expenses as a separate item.
- C. The STATE will not allow the CONSULTANT to use STATE equipment.

III. AMENDMENT PROVISION

This Agreement may not be amended, except in writing, which writing will be identified as a part of this Agreement and be signed by an authorized representative of each of the parties.

IV. SUBCONTRACT PROVISION

The CONSULTANT will not use subcontractors to perform the described services without the STATE'S prior written consent. The CONSULTANT will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the STATE, and to provide insurance coverage for the benefit of the STATE in a manner consistent with this Agreement. The CONSULTANT will include provisions in its agreements with its subcontractors, agents, and employees requiring the subcontractors, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits, and requirements, and will adopt such review and inspection procedures as are necessary to assure such compliance.

V. TERMINATION PROVISION

Either party may terminate this Agreement by giving thirty (30) days' written notice to the other. If the CONSULTANT breaches any term or condition of this Agreement, the STATE may terminate this Agreement at any time with or without notice. If the STATE terminates this Agreement because of the CONSULTANT'S default, the STATE may adjust any payments due to the CONSULTANT at the time of termination to cover any additional costs to the STATE because of the CONSULTANT'S default. Upon termination the STATE may take over the work and may award another party an agreement to complete the work under this Agreement. If after the STATE terminates for a default by the CONSULTANT it is determined the CONSULTANT was not at fault, the CONSULTANT will be paid for eligible services rendered and expenses incurred up to the date of termination.

VI. FUNDING PROVISION

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement may be terminated by the STATE. Termination for any of these reasons is not a default by the STATE nor does it give rise to a claim against the STATE.

VII. RECORDS RETENTION AND AUDIT

- A. All project charges will be subject to audit in accordance with current STATE procedures and CFR Title 48, Part 31.2.
- B. The CONSULTANT will keep accounting records clearly identified with the Agreement.
- C. Upon reasonable notice, the CONSULTANT will allow the STATE, through any authorized representative, to have access to and the right to examine and copy all records, books, papers, or documents related to services rendered under this Agreement. The CONSULTANT will keep these records clearly identified and readily accessible for a period of three (3) years after the date final payment under this Agreement is made and all other pending matters are closed.

VIII. INDEPENDENT CONTRACTOR PROVISION

While performing services under this Agreement, the CONSULTANT is an independent contractor and not an officer, agent, or employee of the STATE.

No employee of the CONSULTANT engaged in the performance of services required under this Agreement will be considered an employee of the STATE. No claim under the South Dakota Workers' Compensation Act on behalf of said employee or other person while so engaged and no claim made by any third party as a consequence of any act or omission of the part of the work or service provided or to be rendered under this Agreement by the CONSULTANT will be the STATE'S obligation or responsibility.

IX. COMPLIANCE PROVISION

The CONSULTANT will comply with all federal, state, and local laws, together with all ordinances and regulations applicable to the work and will be solely responsible for obtaining current information on such requirements. The CONSULTANT will procure all licenses, permits, or other rights necessary for the fulfillment of its obligation under this Agreement.

X. INDEMNIFICATION PROVISION

The CONSULTANT will indemnify the STATE, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceedings that may arise as the result of performing services under this Agreement. This section does not require the CONSULTANT to be responsible for or defend against claims or damages arising from errors or omissions of the STATE, its officers, agents, or employees.

XI. INSURANCE

Before the CONSULTANT begins providing service, the CONSULTANT will be required to furnish the STATE the following certificates of insurance and assure that the insurance is in effect for the life of the Agreement:

A. Commercial General Liability Insurance:

The CONSULTANT will maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit it will apply separately to this Agreement or be no less than \$2,000,000.00.

B. Business Automobile Liability Insurance:

The CONSULTANT will maintain business automobile liability insurance or equivalent form with a limit of not less than \$500,000.00 for each accident. Such insurance will include coverage for owned, hired, and non-owned vehicles.

C. Workers' Compensation Insurance:

The CONSULTANT will procure and maintain workers' compensation coverage as required by South Dakota law.

XII. CONTROLLING LAW PROVISION

This Agreement will be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement will be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

XIII. REPORTING PROVISION

The CONSULTANT will report to the STATE any event encountered in the course of performance of this Agreement which results in injury to any person or property, or which may otherwise subject the CONSULTANT, the STATE, or the STATE'S officers, agents, or employees to liability. The CONSULTANT will report any such event to the STATE immediately upon discovery.

The CONSULTANT'S obligation under this section will only be to report the occurrence of any event to the STATE and to make any other report provided for by the CONSULTANT'S duties or applicable law. The CONSULTANT'S obligation to report will not require disclosure of any

information subject to privilege or confidentiality under law (such as attorney-client communications). Reporting to the STATE under this section will not excuse or satisfy any obligation of the CONSULTANT to report any event to law enforcement or other entities under the requirements of any applicable law.

XIV. SEVERABILITY PROVISION

If any court of competent jurisdiction holds any provision of this Agreement unenforceable or invalid, such holding will not invalidate or render unenforceable any other provision of this Agreement.

XV. SUPERCESSION PROVISION

All other prior discussions, communications, and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and, except as specifically provided in this Agreement, this Agreement constitutes the entire agreement with respect to the subject matter.

XVI. NOTICE PROVISION

Any notice or other communication required under this Agreement will be in writing and sent to the address set forth above. Notices will be given by and to **Scott Pretzer** on behalf of the STATE, and by and to _____, on behalf of the CONSULTANT, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties will be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination will be sent by registered or certified mail, or, if personally delivered, when received by such party.

The parties signify their agreement by signatures affixed below:

State of South Dakota
Department of Transportation

By: _____

By: _____

Its: Owner

Its: Secretary

Date: _____

Date: _____

Approved as to Form:

Special Assistant Attorney General

ACKNOWLEDGMENTS FOLLOW

ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF HUGHES)

On this the ____ day of _____, 2019, before me _____, a notary public, personally appeared _____, who acknowledged himself to be the Owner, of _____, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

In witness whereof I hereunto set my hand and official seal.

Notary Public

My commission expires: _____

[Notary Seal]

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ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF HUGHES)

On this the ____ day of _____, 2019, before me, _____, a notary public, personally appeared Darin Bergquist, Secretary of the State of South Dakota, Department of Transportation, known to me or satisfactorily proven to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Notary Public

My commission expires: _____

[Notary Seal]



I 90

Exit 399

Hay 115

Parleins

E 63rd St

475th Ave

E 61st St

N. Ceig
Ave.

East 60th St N

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